

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

CLAY G. HARRISON

VS.

**GENERAL MOTORS FINANCIAL
COMPANY, INC. D/B/A GM FINANCIAL**

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CA NO.: 3:16-cv-393

ORIGINAL COMPLAINT

Nature of Action

This action arises under the Telephone Consumer Protection Act (TCPA) 47 U.S.C. § 227, et seq and Texas Finance Code 392.302. for violations made by Defendant upon Plaintiff.

Parties

1. The Plaintiff is CLAY G. HARRISON, individual, who is a citizen of the United States of America and is a citizen of Texas who resides in El Paso, El Paso County, Texas where his causes of action against the Defendant arose.

2. Defendant, GENERAL MOTORS FINANCIAL COMPANY, INC. D/B/A GM FINANCIAL, is Texas corporation and may be served with process through its registered agent, Corporation Service Company d/b/a CSC-Lawyers Inco, 211 E. 7th Street, Suite 620, Austin, TX 78701.

Jurisdiction

3. This Court has jurisdiction to hear and determine these claims based on federal question pursuant to 28 U.S.C. § 1331.

Venue

4. Venue is properly laid in this judicial district pursuant to the provisions of 28 U.S.C. § 1391(b)(2).

Background Facts

5. Harrison financed an automobile through Defendant, GM Financial in December 2014. Harrison experienced financial difficulties in June 2015 and the vehicle was voluntarily repossessed in June 2015. Since that time Harrison continues to receive collection calls from Defendant. On March 29, 2016, Harrison sent a letter instructing GM Financial to cease and desist contact with him through his cell phone. The letter also demanded that Defendant send complete verification and validation of the alleged debt. The letter was delivered to GM on April 1, 2016 by certified mail – return receipt requested. On April 2, 2016, Plaintiff began receiving auto-dialed calls. As of date of filing this Complaint there has been a total of 55 calls from GM Financial. On May 3, 2016 GM sent a letter claiming to be its verification and validation. On May 5, 2016, Harrison sent a second request to cease and desist contact through his cellphone. On May 25, 2016, Esther Harrison sent a letter to cease and desist contact with her through her cellphone (Phone number referenced in letter is the same one used for Clay Harrison).

6. Mr. Harrison was traumatized by these numerous events and continues to suffer loss of appetite, insomnia, and anxiety. Mr. Harrison suffered and continues to suffer emotional distress far beyond mere frustration due to this conduct.

Count One – Telephone Consumer Protection Act

7. Plaintiff re-alleges the preceding paragraphs.

8. Defendant, GM FINANCIAL auto-dialed Mr. Harrison on his cellular phone atleast 55 times after Harrison sent request to GM not to be contacted on his cellular phone in violation of TCPA. 47 U.S.C. § 227(b)(1)(A)(iii). Defendant's acts and omissions were the direct, proximate, and producing cause of damage to Plaintiff.

Count Two – Texas Finance Code

9. Plaintiff re-alleges the preceding paragraphs.

10. Defendant, GM FINANCIAL called Harrison cellular phone repeatedly and continuously 55 times in a 4 month period with the sole intent to harass Harrison in violation of Texas Finance Code 392.302(4). Defendant's acts and omissions were the direct, proximate, and producing cause of damage to Plaintiff.

Damages

11. Plaintiff re-alleges the preceding paragraphs.

12. Plaintiff seeks statutory damages in the amount of \$87,000.00 from Defendant, GM Financial.

13. Plaintiff seeks an award of \$20,000.00 for mental anguish from Defendant, GM Financial.

14. Plaintiff seeks reasonable and necessary attorney fees in an amount not less than \$5,000.00, costs of court, legal expense, pre- and post-judgment interest from Defendant, GM Financial.

Prayer

15. For these reasons, CLAY G. HARRISON respectfully asks the Court to enter Judgment against Defendant, GM FINANCIAL for the following elements of damage:

- a. Statutory damages of \$87,000.00;
- b. mental anguish of \$20,000.00;
- c. costs of suit;
- d. all reasonable and necessary attorneys fees in an amount not less than \$5,000.00;
- e. all other relief the Court deems appropriate at law and in equity.

Respectfully submitted,
THE TREVIÑO LAW FIRM

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